

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 4 day of November, 19 80, by and between the City of Hernando, Grantor and the Mississippi Department of Archives and History, Grantee.

\*\*\*WITNESSETH\*\*\*

WHEREAS, Grantee is a non-profit body corporate and instrumentality of the State of Mississippi generally empowered to preserve and maintain historical, aesthetic, and cultural properties, all as is more particularly provided for by law; and,

WHEREAS, the property ("Felix LaBauve House") hereinafter described has substantial and important historic, aesthetic, architectural, scenic, and cultural character and this easement will promote the preservation and maintenance of the property and such character; and,

WHEREAS, the Felix LaBauve House or Property has been placed on the National Register of Historic Places maintained by the United States Department of the Interior; and,

WHEREAS, Grantor desires to preserve and maintain the historical, aesthetic, and cultural character of the Property; and,

WHEREAS, Grantee is lawfully possessed with the power and duty to accept, hold, administer, and enforce this easement and the easement will assist substantially and materially in preserving the cultural character and heritage of this important historic landmark; its architectural facade and its open space;

NOW, THEREFORE, in consideration of the facts above recited and of the mutual covenants, terms, conditions, and restrictions herein contained, and as an absolute and unconditional gift, Grantor does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns, an easement (hereinafter "Easement") in and over all that certain lot or parcel of land, which is particularly described in Exhibit "A" attached hereto and by reference is made a part hereof, together with all the improvements thereon and appurtenances, rights, and interest thereunto belonging, which is situated, lying, and being in the County of DeSoto within the corporate limits of the City of Hernando, DeSoto County, Mississippi.

The terms of the Easement are as follows:

(A) Terms and Nature of Easement. The Easement shall be for a period of ten (10) years and one (1) day in duration. It is an easement with respect to real property and law such is inheritable and assignable and runs with the land as an incorporeal property interest in the Property enforceable by Grantee with respect to the Property and against Grantor and Grantor's successors and assigns.

(B) Maintenance and Administration. Grantor shall keep and maintain the Property in good, clean, and safe condition and shall, unless prevented by an act of God, maintain, repair, and administer the Property to preserve the historic, aesthetic, architectural, scenic, and cultural character and appearance of the property. The maintenance, repair, and administration of the Property shall conform to the requirements of Paragraph C of this Easement.

(C) Changes and Alterations. Without the prior written consent of the Director of the Mississippi Department of Archives and History, Grantor shall not cause, permit, or suffer:

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(1) Any construction, alteration, or remodeling which would materially alter or change the historic character or appearance of the exterior of the buildings and improvements situated on the Property; or

(2) Any construction, including the building of new residential or commercial structures, which would materially alter or change the appearance of the grounds and existing open space included in the Property;

provided, however, that Grantor may repair, reconstruct, remodel, and repaint the Property in the event of damage from casualty loss, deterioration, and wear and tear in a manner which would not materially alter or change the historic character and appearance of the property.

(D) Inspection. With prior written consent of Grantor (which shall not be unreasonably withheld), Grantee shall have the right to enter the Property during weekday business hours for the purpose of inspecting the Property to determine if there is compliance by Grantor with the terms of this Easement.

(E) GRANTOR agrees to provide public access to the interior no less than twelve (12) days a year. Nothing in this agreement will prohibit the Grantor or subgrantee from charging a reasonable non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.

(F) Discrimination Clause. No person in the United States shall, on account of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the restoration and use of the property. Grantor covenants and agrees to conform with all requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Department of the Interior Regulations in administering the property.

(G) Breach by Grantor. Upon any breach of the terms of this Easement by Grantor, Grantee shall have the following rights which shall be cumulative and shall be in addition to any other rights and remedies available to Grantee, at law or in equity;

(1) to require restoration of the Property to the condition required by this Easement; and,

(2) to enjoin any material breach or enforce any covenant or provision hereof by ex parte, interlocutory, and final injunction.

No failure on the part of Grantee to enforce any covenant or provision herein nor the waiver of any right hereunder by Grantee shall discharge or invalidate such covenant or provision or any other covenant, condition, or provision hereof, or affect the right of Grantee to enforce the same in event of a subsequent breach or default.

(H) Consent, Disapproval, and Appeal. In any event where the terms of this Easement require the consent of Grantee, such consent shall be requested by notice to Grantee, and consent shall be deemed to have been given within sixty (60) days after receipt of the notice by Grantee unless Grantee gives notice to the Grantors specifying reasons for disapproval. In any event where Grantee gives such notice of disapproval, Grantor may appeal the disapproval to the Board of Trustees of the Mississippi Department of Archives and History for review by it or by such person or agency as may be designated by it to make such review. Appeal shall be made by Notice to Grantee given within ninety (90) days of receipt of notice of disapproval from the Grantee.

(I) All taxes, expenses, maintenance charges, income, and insurance proceeds, if any shall either inure to or be the responsibility of the Grantor, its successors and assigns.

(J) Before accepting any offer to sell or dispose of the Property, the Grantor shall advise the Grantee in writing of its intention to accept such

offer, giving the name and address of the proposed purchaser and the terms of the offer; and the Grantee shall have sixty (60) days after receipt of such notice in writing to purchase or acquire the Property on the same terms and conditions contained in said notice.

(K) Notice. Any notice required hereunder shall be in writing and shall be given by certified or registered mail, with postage prepaid and return receipt requested, addressed to the Grantor, as follows:

The Honorable Eb Smith  
Mayor of the City of Hernando  
70 Highway 51 North  
Hernando, Mississippi 38632

or addressed to the Grantee, as follows:

Mississippi Department of Archives and History  
P. O. Box 571  
Jackson, Mississippi 39205  
Attention: Director

The address of either party may be changed by giving written notice of such change to the other party. Any notice given in the foregoing manner shall be deemed to have been given when deposited with the United States Post Office.

(L) Construction. This Easement shall be construed to promote the preservation of the historic, cultural, architectural, and aesthetic character of the Property and to conserve its natural, scenic, and open condition for both this generation and future generations.

WITNESS THE SIGNATURE of the Grantor on the day and year above written.

By: Ed Smith, Mayor

ATTEST:

Bill Williams, III

GRANTOR

Accepted on this the 18<sup>TH</sup> day of NOVEMBER, 19 80, by the authority of the Board of Trustees of the MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY exclusively for conservation purposes and on the condition that this Easement will not be transferred, sold, or otherwise disposed of for money, profit, or services.

MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY

By: Ernest F. Fuly

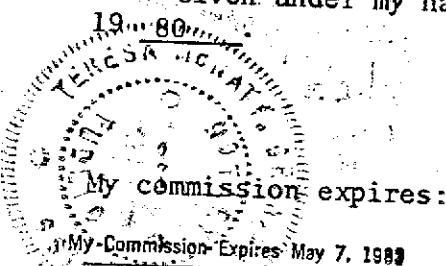
STATE OF MISSISSIPPI

COUNTY OF GRENADA

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Eb W. Smith Mayor, City of Hernando who signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as their voluntary act and deed of said CITY OF HERNANDO being authorized so to do.

Given under my hand and official seal this the 4th day of November, 1980

Leresa McNatt  
Notary Public



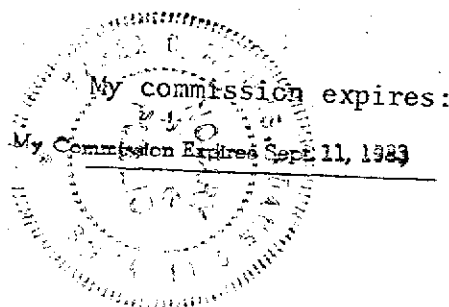
STATE OF MISSISSIPPI

COUNTY OF ~~HENDS~~ Adams

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, within named Everette Truly who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as his free and voluntary act and deed of the MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY and that he was authorized so to do.

Given under my hand and official seal this the 18th day of November, 1980

Loren C. Morris  
Notary Public



*Hernando*  
Orig in Hank box 3  
City of Hernando

DEED OF GIFT

This Deed of Gift made this the 7<sup>th</sup> day of December, 1976,  
between WILLIAM E. GERBER, a resident citizen of Shelby County, Tennessee,  
Grantor, and the CITY OF HERNANDO, a Municipal Corporation under the laws  
of the State of Mississippi, said City being located in DeSoto County,  
Mississippi, Grantee:

WITNESSETH:

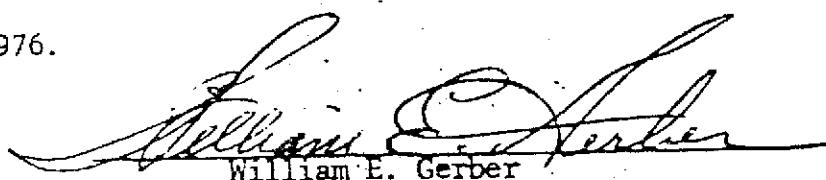
Said Grantor doth hereby give, grant, convey, and confirm unto  
the said Grantee, and its successors, the following described tract of land  
located in DeSoto County, Mississippi:

Part of City Lot 423 of the City of Hernando in Section  
13, Township 3 South, Range 8 West, more particularly des-  
cribed as BEGINNING at a point in east line City Lot 423,  
said point being 85.0 feet north of the southeast corner of  
said lot; thence west and along north line of the Bethune lot  
267.0 feet to a point; thence northwardly at an interior angle  
of 85° 41' a distance of 122.0 feet to southwest corner of  
Milam lot; thence easterly along south line said Milam lot  
250.8 feet to a point; thence south along east line said lot  
423 a distance of 122 feet to the point of beginning and con-  
taining 0.725 acres, more or less, as shown by plat thereof  
by J.E. Lauderdale, C.E., dated September 1976, attached hereto  
and made a part hereof and to be recorded herewith.

The above described property is subject to any Federal, State or  
County Highway easements which may exist.

To have and to hold the same unto the said Grantee and its successors  
forever.

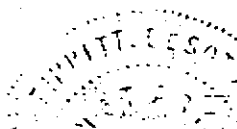
In witness whereof, said Grantor has hereunder set his hand, this  
the 7<sup>th</sup> day of December, 1976.

  
William E. Gerber

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for  
said County and State, the within named WILLIAM E. GERBER, who acknowledged that  
he signed and delivered the above and foregoing Deed of Gift on the day and year  
therein mentioned as his free and voluntary act and deed for the purposes therein  
expressed.

GIVEN under my hand and official seal of office, this the 7<sup>th</sup> day of  
December, 1976.

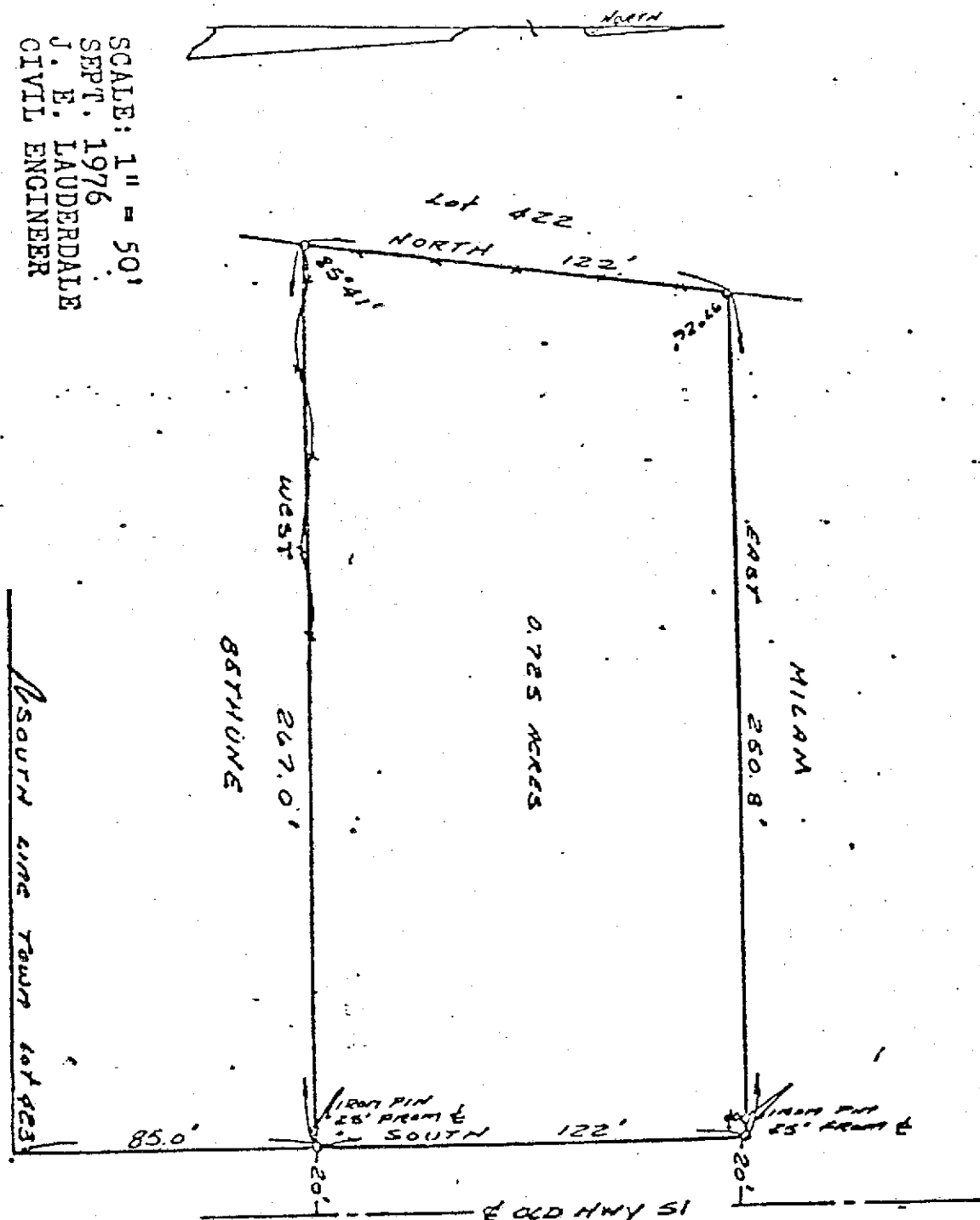


  
Notary Public

MY COMMISSION EXPIRES:  
My Commission Expires July 9, 1977

SCALE: 1" = 50'  
 SEPT. 1976  
 J. E. LAUDERDALE  
 CIVIL ENGINEER

SURVEY OF LOT 422, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SECTION 22, HERNANDO, DESOTO COUNTY, MISSISSIPPI.



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 20 minutes P. M. 24 day of Nov. 1980, and that the same has been recorded in Book 150 Page 299 records of Right of Way Dept of said County.

Witness my hand and seal this the 9 day of Dec. 1980.  
 Fee \$7.50 Pd. SEAL H. H. Ferguson CLERK